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ABSTRACT

This collective bargaining agreement between the Flathead Valley Community College (FVCC) Board of Trustees and the FVCC Education Association establishes management rights, rights of members, and terms of employment for the period July 1, 1989 through June 30, 1991. The 22 articles in the agreement include the following: (1) preamble; (2) recognition of bargaining agents; (3) definitions; (4) statement of non-discrimination; (5) rights of the association, including use of facilities and campus mail; (6) management rights; (7) professional dues, fees, and payroll deductions; (8) rights of members; (9) work leaves, including absence, sickness, sabbatical, personal, and bereavement leaves; (10) academic freedom and responsibilities, including contract year obligations, class and course assignment, and workload/overload pay; (11) evaluation of members; (12) probationary and tenured appointments; (13) discipline and discontinuance of employment; (14) prohibited activities, including prohibitions regarding conflicts of interest, non-college sponsored professional services, disclosure, copyright policy and research conclusions; (15) travel policy; (16) retrenchment; (17) grievance and arbitration; (18) professional compensation, including salary schedule and pay periods; (19) fringe benefits; (20) miscellaneous provisions; (21) work stoppage; and (22) duration-retroactivity. Grievance forms, salary schedule and seniority listings, are appended. (GFW)

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COLLECTIVE BARGAINING AGREEMENT

Between

FLATHEAD VALLEY COMMUNITY COLLEGE BOARD OF TRUSTEES

and the

FVCC EDUCATION ASSOCIATION
an affiliate of the MEA/NEA
Kalispell, Montana

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JULY 1, 1989 through JUNE 30, 1991

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Collective Bargaining Agreement
between the
BOARD OF TRUSTEES, FVCC
and the
FVCC EDUCATION ASSOCIATION
an affiliate of the MEA/NEA
Kalispell, Montana

July 1, 1989 through June 30, 1991

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1.000 PREAMBLE

This Agreement is entered into by and between the Board of Trustees of Flathead Valley Community College, Kalispell Montana, hereinafter referred to as the "Board" and the Flathead Valley Community College Education Association, affiliated with the Montana Education Association, hereinafter referred to as the "Association," and has as its goals the furtherance of quality education, the establishment of an equitable procedure for the resolution of grievances and a formal understanding with regard to salaries, hours, fringe benefits, and other conditions of employment.

2.000 RECOGNITION AND UNIT DEFINITION

The Board recognizes the Association as the sole and exclusive bargaining representative for collective bargaining purposes for all full-time faculty in the appropriate bargaining unit. The appropriate bargaining unit shall consist of all full-time teaching faculty and counselors, as well as division chairpersons and the librarian who are placed on the salary schedule and are on hard money (funds derived from state general funds and appropriations, local tax levies, tuition and fees,) excluding the administration, e.g., President, Dean, Assistant Dean, Dean of Community Education, etc.

3.000 DEFINITIONS

For the purposes of this Agreement, "Board" shall mean the Board of Trustees of Flathead Valley Community College.

For the purposes of this Agreement, "College" shall mean the institution, Flathead Valley Community College.

For the purposes of this Agreement "Administration" shall mean the President and other appointed administrative officers of Flathead Valley Community College who are not members of the bargaining unit.

For the purposes of this Agreement "President" shall mean the permanent or acting President or permanent or acting Chief Executive (Administrative) Officer of Flathead Valley Community College or his/her designee.

For the purposes of this Agreement, "Member" shall mean the individual members of the bargaining unit.

For the purposes of this Agreement, "Dean" shall mean the Dean of Educational Services.

For the purposes of this Agreement "Instructor" shall mean members of the bargaining unit who are full-time teaching faculty.

For the purposes of this Agreement "Association" means the Flathead Valley Community College Education Association (FVCCEA).

For the purposes of this Agreement, "Parties" shall mean the Board of Trustees of Flathead Valley Community College and the Flathead Valley Community College Education Association.

For the purposes of this Agreement "Employer" shall mean the Board of Trustees of Flathead Valley Community College.

For the purposes of this Agreement "Discharge" shall mean an action taken by the Board which terminates an employment relationship.

For the purposes of this Agreement, "Non-Renewal" shall mean an act by the Board not to issue a contract for the ensuing school year to a probationary employee. A non-renewal does not constitute discharge.

4.000 NONDISCRIMINATION

The provisions of this Agreement shall be applied without regard to race, creed, color, national origin, religion, sex, physical disability, age, marital status, domicile, residence, or political beliefs.

5.000 ASSOCIATION RIGHTS

5.100 ASSOCIATION BUSINESS

The Association and its representatives may contact any Member at his/her work location. In exercising this privilege, the Association agrees that it will not disrupt the education process.

Association officers shall be allowed to receive telephone messages concerning Association business during normal working hours, which messages shall be handled in the same manner as other incoming calls.

5.200 ASSOCIATION USE OF FACILITIES

The Association shall have the right to use college facilities at reasonable times when such facilities are not otherwise in use. The Association shall reimburse the College for the actual cost of any materials or supplies utilized in connection with college facility use.

5.300 ASSOCIATION USE OF BULLETIN BOARDS

The Association shall furnish one (1) bulletin board which shall be placed near faculty mail boxes, and shall be used exclusively for Association posting and notices. In the event that the present space is to be occupied by a work station, the bulletin board will be moved to a mutually agreeable site.

5.400 MEETING ROOMS

The Association and its representatives shall have the right to use college meeting rooms which are unscheduled for other use during regular college business hours.

5.900 ASSOCIATION USE OF CAMPUS MAIL

The Association shall be permitted to use College mail boxes for the distribution of Association communications to Members. Such material will be handled in the same manner as other intra-campus mail.

5.600 INFORMATION AND DATA

Upon written request by the Association, the Administration agrees to furnish, within a reasonable time, to the Association one (1) copy of: (1) the annual college budget, (2) the Board agenda when available, and minutes of the Board meetings, (3) the College general policy statements, and (4) an annual register of bargaining unit personnel, the educational backgrounds, and current salaries. Neither the Administration nor the Association shall be required, without a effective written waiver, to provide the other party with information that is privileged, confidential, or which would require the revelation of personal information of a private matter.

6.000 MANAGEMENT RIGHTS

As provided by Montana Statutes (MCA, 39-31-303), except as modified by this Agreement, the College shall have the prerogative to operate and manage its affairs in such areas as, but not limited to:

1. direct employees;

2. hire, promote, transfer, assign, and retain employees;

3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;

4. maintain the efficiency of college operations;

5. determine work methods, means, job classifications, and personnel by which college operations are to be conducted;

6. take whatever actions may be necessary to carry out the missions of the College in situations of emergency;

7. establish the methods and processes by which work is performed.

7.000 PROFESSIONAL DUES: FEES: PAYROLL DEDUCTIONS

7.100 DUES DEDUCTION AUTHORIZED

The Administration agrees to deduct in equal monthly installments from the salaries of all Members such monies for annual membership in the United Teaching Profession (National Education Association, Montana Education Association, and Flathead Valley Community College Education Association) as said persons individually authorize the Administration to deduct as provided by law. Non-association Members may authorize the deduction of the professional representation fee in this same manner. Such deductions shall continue during the life of this Agreement.

7.200 AGENCY SHOP

Each Member shall be a member of the Association or shall contribute a professional representation fee in lieu thereof to the Association. All members of the bargaining unit who are not members of the Association and who do not make application for membership within thirty (30) days after the execution hereof, shall as a condition of continued employment, pay to the Association an amount equal to the monthly dues thereof, a professional representation fee as a contribution to the negotiation and administration of this Agreement. Newly hired Members shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any Member who fails to comply with this section shall be discharged by the College within seven (7) calendar days after receipt of certified written notice from the Association indicating nonpayment.

7.300 NOTIFICATION AND TRANSMITTAL OF MONIES

A. The Association will certify to the Administration by October 1 of each year in writing the current rate of annual membership dues.

B. By October 1 of each year, the Administration will provide the FVCCEA with a list of those employees who have authorized the Administration to deduct dues for membership in the United Teaching Professio: or for professional representation fees. The Administration will make appropriate changes to the list.

C. All remaining unpaid dues or fees shall be deducted from the final paycheck of an instructor leaving the employment of the College before the end of the school year for any reason excepting death.

D. Said monies, together with records of any corrections, shall be transmitted to the appropriate officer of the FVCCEA on a monthly basis and no later than the twentieth (20th) day of the succeeding month.

7.400 HOLD HARMLESS

The Association hereby agrees to indemnify and shall save and hold the College, Board, and Administration harmless against any and all claims, demands, suits, judgments, or other forms of liability, including court costs, and attorney fees, that shall arise out of or by reason of action taken or not taken by the College, Board, and Administration which College, Board, and Administrative action or nonaction is in compliance with the provisions of 7.200 and in reliance on any list, letter, or certificates which have been furnished to the College, Board, and Administration pursuant to this Article: provided that the defense warrants any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the College, Board, and Administration from participating in any legal proceedings challenging the application or interpretation of 7.200 through representatives of its own choosing and at its own expense.

7.500 PAYROLL DEDUCTIONS

Upon proper written authorization of the Member, the Administration shall administer the following payroll deductions:

Credit Union, savings banks, savings bonds, personal retirement and investment programs; and any tax-sheltered annuity program or other program agreed upon between the College and the Member.

8.000 RIGHTS OF MEMBERS

8.100 PERSONAL LIFE

The personal life of any Member is not an appropriate concern of the Board except in cases where the actions or conduct of the individual are contrary to the terms of this Agreement or where the Member's personal life interferes with the discharge of the Member's professional responsibilities.

8.200 PERSONNEL FILES

Each Member shall have only one official personnel file, which shall be open to him/her, except for confidential correspondence connected with initial employment. This official personnel file shall be retained in the Dean's office.

The opportunity to rebut, comment on, and/or clarify an unfavorable item in the file shall be guaranteed to the Member. Such rebuttal, commentary, and/or clarification shall be attached to the relevant item in the file.

The personnel file shall contain any mandatory evaluation results. Copies of any item in his/her personnel file shall be provided to the Member upon request or no later than the next business day. No anonymous material shall be placed in a personnel file.

8.300 UNIFORM APPLICATION OF RULES

All written rules and regulations promulgated by the Dean and/or the President governing Members' activities and conduct shall be interpreted and applied uniformly.

9.000 LEAVES

9.100 LEAVES OF ABSENCE

A. Granting Leaves of Absence

1. Leaves of absence from Flathead Valley Community College may be granted for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations.
2. Requests for leaves of absence must be recommended by the appropriate dean for approval by the President and by the Board.

B. Regulations

1. Leaves of absence shall be without pay.
2. Each leave of absence is granted for no longer than one (1) year.
3. Accumulated sick leave is retained while on leave of absence, but no increment is allowed in sick leave for the period of the leave.
4. Leaves of absence cannot be used as part of the time necessary to qualify for tenured status on the Flathead Valley Community College faculty.
5. Group Health/Life/Disability insurance coverage related to the position from which the leave is taken must be arranged through the Personnel Officer according to the policies established by the Board. The Member shall pay the full premium during the leave of absence.
6. A person who has been granted leave of absence must advise the President in writing by the first day of February if a contract for the following academic year is desired. Members who fail to notify the President shall forfeit all of his or her return rights.

C. Extensions of Leave of Absence

1. A leave of absence may be extended for additional years subject to the procedure noted in A.2 of this section.
2. Requests of extension of leaves of absence must be made in writing to the President by the first day of February.

9.200 SABBATICAL LEAVES

A. Eligibility

1. All full-time tenured Members shall be eligible for sabbatical leave.
2. A Member who takes sabbatical leave under Leave Options 1, 2, or 3 shall not be eligible for another sabbatical under Leave Options 1,2, or 3 until another six (6) years of sabbatical leave eligibility time have been accrued.
3. No more than one (1) Member shall be eligible for sabbatical leave under Leave Option 1 and no more than two (2) additional Members shall be eligible under Options 2 and 3 during one (1) year. If no Member elects Option 1, three (3) Members shall be eligible under Options 2 and 3.
4. For the purposes of computing eligibility time, this policy shall be retroactive from the time of its adoption to the time when the candidate for leave was first hired as a full-time employee.
5. Summer teaching time shall not be counted in computing eligibility time.
6. Sabbatical leave taken under Leave Options 1,2, or 3 shall reduce sabbatical leave eligibility time by six (6) years. Sabbatical leave taken under leave Option 4 shall reduce sabbatical leave eligibility time by three (3) years.
7. No Member shall be eligible for sabbatical leave under Leave Option 4 until that Member has achieved tenure.
8. Members on sabbatical leave under Leave Option 4 may request additional successive quarters of sabbatical leave at one-half the current rate of pay.
9. The number of sabbatical leaves granted shall be limited by the availability of funds and programmatic needs of the College as determined by the Administration. The Administration recognizes the commitment for budgeting funds for the sabbatical leave program.

B. Leave Options

After the accrual of six (6) years of sabbatical leave eligibility time, three (3) options shall be available to candidate for leave:

1. One (1) full academic year at two-thirds (2/3) the current contract rate of pay.
2. One (1) quarter, not including summer quarter, at the full current contract rate of pay.
3. One (1) summer at twenty percent (20%) of the Member's current contract rate of pay.

An additional option that is independent of the accrual of sabbatical leave eligibility time shall be available to the candidate for leave:

4. One (1) quarter, not including summer quarter, at two-thirds (2/3) the current contract rate of pay.

C. Salary Restrictions

1. The person on leave shall be paid on the current contract rate of pay in effect during the year in which leave is taken, with the exception of summer sabbatical leaves.

2. Summer leave pay shall be computed on the current contract rate of pay in effect when the Member makes application for sabbatical leave.

3. The person on leave shall accrue normal salary increments and other benefits, such as sick leave and retirement benefits, while on leave.

4. Sabbatical leave pay will be calculated on the Member's current contract rate of pay exclusive of overtime pay, supplemental pay or any other stipend.

D. Post-Leave Employment Agreements

1. The person taking leave will agree in writing to return to his/her position for one academic year after his/her leave.

2. He/she will agree in writing that, should he/she not return to Flathead Valley Community College, he/she will repay the College the total amount of pay received while on leave, plus ten percent (10%) interest.

3. Flathead Valley Community College will agree in writing that the person taking leave will be returned to his/her former position.

4. The person who takes a leave will, upon written request from the Dean, report in written form about his/her leave activities to said Dean.

5. The person who takes leave shall agree in writing that if he/she does not satisfactorily complete certain previously specified activities for the sabbatical leave, the person will repay the College the total amount of pay that he/she received during the sabbatical leave, plus ten percent (10%) interest. Upon request, he/she shall provide written evidence to the Dean that certain previously specified activities of the sabbatical leave have been completed. Persons who fail to complete their sabbatical leave activities due to illness or injury shall be excused from repayment; provided that such failure is substantiated by the statement of a physician. The Dean shall decide if such activities have been satisfactorily completed. The decision of the Dean shall be grievable.

E. Procedures

1. The candidate for leave shall submit a proposal or plan to the Dean outlining the activities he/she will be involved in during the leave.

2. All requests for leave shall be submitted at least one (1) quarter before the leave is desired; however, candidates who wish to take sabbatical leave under Leave Option 1, 2, or 3 should subm their request prior to the Spring Quarter of the previous year in order to receive priority consideration.

3. A five-member committee composed of Members elected by the faculty will survey the candidate' proposal and make recommendations to the Dean. The Dean shall then make recommendations t the President.

4. The President shall make recommendations to the Board for final disposition of all requests for leave.

5. The recommendation of the committee members, the Dean, and the President shall be recorded and transmitted on a standard form, and be available to the applicant for leave.

6. For purposes of this Agreement the current contract rate of pay means the rate of pay provided for the Member in the salary schedule without any additional premium pay.

9.300 SICK LEAVE

A. Each regularly employed, full-time Member shall be allowed a credit of ten (10) days each year during which no deduction of salary shall be made for absences due to personal illness or injury. There shall be no limit as to accumulation of sick leave.

B. Members shall be given a written accounting of accumulated sick leave days on each salary warrant.

C. Sick leave shall be reported to the Office of the Dean by the Member as soon as possible.

D. For the purposes of calculating termination pay for unused accumulated sick leave, a Member's daily rate of pay shall be taken as (1/165th) of the Member's current annual salary as listed in the salary schedule. Payment for a day of unused sick leave shall be made at 25% of the Member's daily rate of pay.

9.400 PERSONAL LEAVE

One (1) day of leave at full salary will be provided to each Member for personal reasons. Such personal leave days shall not accumulate from year to year nor be compensable.

9.500 ADMINISTRATIVE LEAVE

Members who accept full-time administrative assignments at the College will accrue regular faculty benefits and privileges for up to twelve months, after which the loss of faculty status benefits, and privileges within this Agreement will result.

Probationary Members shall not accrue credit toward tenure while serving in a full-time administrative position.

9.600 INCAPACITY

In the event that a Member becomes incapable of performing the regular responsibilities incident to employment, and if sick leave and a maximum of four (4) academic quarters (i.e., the quarter in which the leave of absence was granted and the three (3) subsequent academic quarters, excluding summer quarter) of leave without pay have been exhausted without correction of the disability, then the Employer shall assist the Member in pursuit of rights under workers' compensation or long term disability insurance, and where feasible, shall seek to reemploy

the Member in any other position for which the Member is qualified and capable of performing.

9.700 BEREAVEMENT

Members are permitted a bereavement leave of five working days for death in the immediate family. For the purpose of this agreement, immediate family shall mean father, mother, spouse, siblings, and children. So that the administration may seek replacement, if one is necessary, a request for bereavement leave shall be made to the Dean prior to taking such leave.

10.000 ACADEMIC FREEDOM AND RESPONSIBILITIES

10.100 ACADEMIC FREEDOM

The College has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the College and society at large depend upon the free search for truth and its free expression. To this end the College shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or Board or Administration reprisal. This right extends to other facets of campus life to include the right as a Member to speak on general education questions. The right of academic freedom shall be the right of every Member whether tenured or untenured.

The parties to this Agreement shall also recognize that each Member is a citizen, and a member of a learned profession as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the Member has a obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the College.

10.200 ACADEMIC RESPONSIBILITY

The Board, the Administration, and the Association agree that accepting and assuming a faculty position at Flathead Valley Community College includes the following responsibilities:

A. To maintain professional competence and keep personal knowledge current by continuous reading, research etc.

B. To perform fully and faithfully the duties of a college faculty member, to-wit:

1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to and approved by the Dean if possible.

2. To be available on a regular basis to students for advising and counseling on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall be reported to and approved by the Dean of Educational Services.

3. To be available on a regular basis to students who have been identified as his or her advisees on matters pertaining to the student's entire curriculum and program of study through adherence to a schedule of regular office hours, consisting of a minimum of five (5) regularly scheduled office hours per week, and five (5) additional hours per week by appointment. Exceptions shall be reported to and approved by the Division Chairperson.

4. To teach each class according to the highest professional standards.

5. To evaluate students and/or award academic credit based on their academic performance professionally judged.

6. To present the subject matter in the course as announced to the students and to teach within the guidelines of the course syllabus.

7. To improve, update, enrich, and revise courses periodically to keep them current.

C. To accept the responsibility to assist in the proper administration of College affairs. It is therefore to be expected that she/he will serve on committees, will attend commencement, and should render public service in the area of her/his professional competence.

10.300 CONTRACT YEAR OBLIGATIONS

The obligations of the Members on an academic year contract shall start with the beginning day of orientation activities in September. Said activities are not to begin prior to the week (seven calendar days) preceding the start of regularly scheduled classes. Obligations shall extend until the completion of final week and the turning in of grades for Spring Quarter.

It is presumed that Flathead Valley Community College has priority on the working time of a full-time Member. Members have an obligation to perform assigned academic duties as well as fulfill the responsibilities enumerated in 10.200.

Every day of the term of a Member's contract is a regular day of employment except those days for which there is legislative or employer authorization to be absent from employment (e.g quarter breaks, state holidays, plus the Friday after Thanksgiving leave with or without pay, sabbatical, sick leave, bereavement, and weekends when not assigned or required for performance of the regular employment obligations).

10.400 CLASS AND COURSE ASSIGNMENT

Teaching assignments shall be based primarily on a consideration of the needs of students, and then on the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise, and faculty preference. The teaching assignment of a faculty member should be made in her or his field

of competence in a manner consistent with the traditions of higher education. Teaching assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member.

Members of the bargaining unit shall submit their specific teaching recommendations for regular full-time, overload, and for summer quarter teaching to the Dean upon request from the Dean. Changes to a Member's recommended teaching assignment may be made by the Dean, after consultation with the faculty Member and the Division Chairperson, recognizing the concerns of the preceding paragraph and in the interest of arriving at the best solution for all concerned.

The Dean will inform appropriate Division Chairpersons of classes to be added to the schedule. Members may express their desire to teach appropriate added classes for overload status; however, it is the Member's sole responsibility to make those preferences known to the Dean through the Division Chairperson in a timely manner. The Dean shall make the final decision on all class and course assignments.

The Dean may not make out-of-district class or course assignments without the consent of the instructor. The Administration will be fair and equitable in the assignment of night classes and classes offered in the outlying areas.

Release time may be granted to instructors for course development, committee work, etc., upon agreement between the Dean, the faculty Member, and with prior consultation with all Division Chairpersons.

Members shall be notified and given preference on a seniority basis when making summer quarter assignment if a course is offered in their respective division, department, or program and they have the qualifications and experience directly relevant to the summer quarter course. The pay for summer quarter assignments shall be at the same rate of pay as outlined in this agreement for overload pay. The Dean shall make the final decision on summer class and course assignments.

Flathead County faculty will not be assigned to teach in another county, nor will Lincoln County faculty be assigned to teach in another county without the consent of the instructor. It is recognized that the local base of the instructor is the Kalispell campus for Flathead County and the Libby Campus for Lincoln County. Mileage to and from class locations other than the Kalispell campus and the Libby campus will be reimbursed at the standard mileage rate.

10.500 WORKLOAD and OVERLOAD PAY

The Board, Administration, and Association recognize the varied range of academic and vocational/technic classes offered by Flathead Valley Community College and the need to have flexible class assignments that accommodate this range. The primary purpose of a workload policy is equity among the faculty.

Course categories vary with contact to credit ratios regardless of discipline. Ten hours lecture equals one credit per quarter and twenty hours of lab equals one credit per quarter. The following are guidelines for contact-to-credit ratios for lecture and laboratory hours:

1. Contact-to-credit Ratios

Credit	Lecture-Lab	Contact Hrs.	Contact/Credit Ratio
1	(1 - 0)	1	1.00
1	(0 - 2)	2	2.00
2	(2 - 0)	2	1.00
2	(1 - 2)	3	1.50
2	(0 - 4)	4	2.00
3	(3 - 0)	3	1.00
3	(2 - 2)	4	1.33
3	(2 - 3)	5	1.66
4	(4 - 0)	4	1.00
4	(3 - 2)	5	1.25
4	(2 - 4)	6	1.50
5	(4 - 2)	6	1.20
5	(3 - 4)	7	1.40
5	(5 - 0)	5	1.00
5	(2 - 6)	8	1.60
5	(1 - 8)	9	1.80

2. Resultant Course Categories

	Contact/Credit Ratio	Type of Course	Typical Contract Hours	Typical Credit
A.	1.00	all lecture courses	(3 - 0) = 3	3
B.	1.20	lecture/lab I courses	(4 - 2) = 6	5
	1.25	lecture/lab I courses	(3 - 2) = 5	4
	1.33	lecture/lab I courses	(2 - 2) = 4	3
	1.40	lecture/lab I courses	(3 - 4) = 7	5
C.	1.50	lecture/lab II courses	(2 - 4) = 6	4
	1.60	lecture/lab II courses	(2 - 6) = 8	5
	1.66	lecture/lab II courses	(2 - 3) = 5	3
	1.80	lecture/lab II courses	(1 - 8) = 9	5

D.	2.00	clinical/lab courses	(0 - 2) = 2	1
E.	N/A	technical assistance	40 hours/week	N/A

3. Workload Categories

Category	Full Load Contact Hours
A. Lecture	15 hours/week
B. Lecture/Lab I	18 hours/week
C. Lecture/Lab II	20 hours/week
D. Clinical/Lab	30 hours/week
E. Technical Assistance	40 hours/week

Teaching workload is frequently comprised of courses in more than one category. Therefore, teaching load is the result of the sum of the proportional loads in each category of courses taught, e.g.:

	Contact/Category	Load
A.	3/15 =	.200
B.	5/18 =	.277
C.	16/20 =	.800
Load	=	1.277
Overload	=	.277

By mutual agreement of the instructor and the Dean, the above full-time teaching load guidelines may be exceeded. The mutually agreed to overload classes are those taught beyond the previously established full-time annual teaching load. Should previously established full-time teaching load classes have to be cancelled, the identified overload classes will then be used by the Dean in calculating a full teaching workload. The Member will be paid for an overload on a monetary basis ($ per contact hour), and/or upon mutual agreement, on a time basis (reduction in teaching assignment in a subsequent quarter).

The Dean will provide an accurate timely written statement of overload/underload status to each individual Member shortly after the conclusion of registration for each quarter. If an overload status is indicated, the Member will have the option of either receiving salary payment for the overload in that quarter in accordance with the provisions of this agreement or may defer payment pending determination c overload/underload status in subsequent quarters.

In the event that an underload status occurs in Fall or Winter quarters, additional teaching assignments or work assignments consistent with the traditions of higher education may be made by the Dean in the quarter of occurrence or in a subsequent quarter to bring the workload to a full-time level. Overload status in a previous quarter for which payment has not yet been made may be utilized to eliminate underload status in a subsequent quarter. In the event that an underload status occurs in Spring quarter, additional teaching assignments or work assignments consistent with the traditions of higher education to bring the workload to a full-time level shall be made by the Dean in that quarter.

4. Overload Pay

Payment for working an overload will be made to each Member based upon the following overload pay schedule. These rates of pay will be no less than the prevailing rates of pay for part-time teaching in the same categories. Should part-time faculty (teaching College credit courses) salaries exceed the schedule below, Members will be paid at the part-time faculty rate.

Category		Rate per Contact Hour
A. Lecture	(15)	15/15 = 1.0000 x $22.00 = $22.0000/hour
B. Lecture/Lab I	(18)	15/18 = .8333 x $22.00 = $18.3333/hour
C. Lecture/Lab II	(20)	15/20 = .7500 x $22.00 = $16.5000/hour
D. Clinical/Lab	(30)	15/30 = .5000 x $22.00 = $11.0000/hour
E. Tech/Assist.	(40)	15/40 = .3750 x $22.00 = $ 8.2500/hour

Overload pay is calculated using any of the above categories in which the faculty Member's load/overload occurs, e.g., .277 overload:

Overload	Hours/Week	Number of Weeks	$/Hour
.277 x 15 =	4.155 hrs x	10 weeks x $22.0000 =	$914.10
(or)			
.277 x 18 =	4.986 hrs x	10 weeks x $18.3333 =	$914.10
(or)			
.277 x 20 =	5.540 hrs x	10 weeks x $16.5000 =	$914.10
(or)			
.277 x 30 =	8.3100 hrs x	10 weeks x $11.0000 =	$914.10
(or)			
.277 x 40 =	11.0800 hrs x	10 weeks x $ 8.2500 =	$914.10

10.510 AUDIO-VISUAL-TUTORIAL (AVT)

The following means for determining faculty load in Audio-Visual-Tutorial courses (self-paced, media-presented faculty-guided instruction) will be used by the College to calculate overloads:

Course/Load Credit	* Laboratory Contact Hours	Course Student Numbers Low	Mid Range	High
1	1 2/3	5	8	12
2	3 1/3	13	16	20
3	5	21	24	28
4	6 2/3	29	32	36
5	8 1/3	37	40	44
6	10	45	48	52
7	11 2/3	53	56	60
8	13 1/3	61	64	68
9	15	69	72	76
10	16 2/3	77	80	84
11	18 1/3	85	88	92
12	20	93	96	100
13	21 2/3	101	104	108
14	23 1/3	109	112	116
15	25	117	120	124

* Calculated with 1 credit equating to 0.60.

The number of students in each section of AVT courses is determined at the college count date from official registration lists and is confirmed from the instructor's class lists. An instructor should not be given less credit hour load than the course is normally rated, i.e., SECR 101 = 3 cr. Regardless of enrollment, the course, if operated should count for at least full credit load.

In courses where sections of like courses are combined, (concurrent courses) i.e., SECR 101, 102, and 103, the load calculation would be as if a single course were operated, i.e., 3 credits. The enrollment driven load calculation, as indicated, will allow override of the credit hours of concurrent or single courses thereby allowing credit load to exceed course credits.

Examples

SECR 101/102/103 (AVT) 3 cr. with 16 students. 3 cr. load

SECR 101/102/103 (AVT) 3 cr. with 76 students. 9 cr. load

SECR 101/102/103 (AVT) 3 cr. with 97 students. 12 cr. load

10.600 LIBRARIANS AND COUNSELORS

The Librarian and counselors shall perform their responsibilities and work in accordance with the specific work schedule requirements of their respective positions as previously established. It is understood that the Librarian's work schedule and supervision shall be established in the current contractual agreement between the Board and the Flathead County Library Board of Trustees. The Librarian may consult with the Dean prior to the renegotiation of each contract concerning the Librarian's work schedule.

10.700 DIVISION CHAIRPERSON

A. Election

The Division Chairperson is elected by the division members for a term of two (2) years. The division members shall conduct such elections.

B. Duties

Duties of the Division Chairperson shall include, but are not limited to, the following:

1. Make yearly and biennial budget recommendations to the Dean.
2. Have responsibility and authority for spending the divisional budget allocations.
3. Make recommendations to the Dean for full-time and part-time class assignments for faculty.
4. Make recommendations to the Dean for courses to be offered in the division each quarter.
5. Meet regularly with the Members of the division concerning divisional governance and other divisional matters including, but not restricted to those above.
6. Assume as one of her/his major responsibilities the task of developing the division recommendations for updating and upgrading curriculum, materials, equipment, and facilities necessary to support the curriculum.
7. Serve as the first line of appeal for issues concerning the division.
8. Evaluate full-time and part-time faculty as assigned by the Dean.
9. Make recommendations to the Dean on the hiring of full-time and part-time faculty within their respective division as assigned by the Dean.
10. Establish and maintain active advisor committees where appropriate.
11. Serve on the Curriculum Committee.
12. Serve on the Instructional Council. The Instructional Council shall consist of the Division Chairpersons and the Dean.
13. Perform other related responsibilities as assigned by the Dean.

C. Evaluation

An annual evaluation of each Division Chairperson in his/her administrative role will be

conducted by the Dean in consultation with division Members and other appropriate persons. review will focus on the Division Chairperson's leadership in meeting the goals of the division and fulfilling the duties as outlined above. In the event of an unsatisfactory evaluation, Division Chairperson may be removed from his or her position by the Dean.

D. Compensation

The Division Chairperson carrying out the responsibilities listed above shall be granted a stipend as designated in Appendices B-1 through B-2.

11.000 EVALUATION OF MEMBERS

A. Dean of Educational Service's Role

The Dean or his/her designee is responsible for evaluating all Members and making recommendations to the President on matters of retention, tenure, and salary adjustments. The Dean shall obtain information from student evaluations and the appropriate Division Chairperson. The Dean may obtain further information from the Personnel Committee or from evaluation initiated or conducted by the Dean, or his/her designee. The Association is aware that information developed may be used to determine whether a member of the faculty should be retained.

B. Personnel Committee

The Personnel Committee is a standing committee of the College. Its function is to assist with improvement of instruction. The Committee consists of five (5) elected Members.

1. Philosophy
   a. The purpose of the Personnel Committee is to improve instruction.
   b. A variety of teaching styles and techniques shall be recognized and encouraged.
   c. Upgrading of the Member should be accomplished by a continuing program of in-service education and development of individual programs of improvement.
2. Techniques and Procedures for Evaluating Members.
   a. Student evaluation forms will be an item of input.
      (1) A standard form will be used, this form to be chosen by the Personnel Committee. (A standard form in no way restricts the Member from utilizing his/her own form for self-evaluation.)
      (2) The following evaluation schedule will be adhered to:
         (a) Each new Member will be evaluated during the second quarter of his/her first contract.

(b) Each new Member will receive his/her second evaluation during Fall Quarter of the second contract.

(c) All third year Members will be evaluated Fall Quarter.

(d) The Personnel Committee will establish a three (3) year rotation schedule for the evaluation of all other Members. The schedule will indicate the year in which the evaluation is to occur. The standard form will be given in each class during the quarter selected by scheduled Member.

(e) A Member may request an evaluation at any time.

(3) Tabulation will be made by a person appointed by the Personnel Committee.

(4) Tabulated results will be placed in the Personnel Committee file. The original questionnaires will be placed in a separate Personnel Committee file and discarded after four (4) years. Such questionnaires are part of the Member's file and will be available to the Member at any time.

(5) Tabulated results will be given to the Dean and to the Member. The Member's Division Chairperson, and the President will have access to tabulated results upon request.

b. Each member should provide a summary of his/her college-related activities during the year.

(1) This report is to be prepared on a form supplied by the Personnel Committee to the Member and should include, but is not limited to, such things as teaching goals, courses taught, meetings attended, programs developed, professional development, etc.

(2) The report should be turned in to the Personnel Committee and the Division Chairperson by November 30 for the previous year. The reports shall be forwarded to the Dean and retained in the Member's file.

c. Peer evaluation of all Members may be made on a form chosen by the Personnel Committee. (It is recognized that the Member will not have sufficient information to fill out the form completely on all other Members.) A second form will be provided for written comments and, if used, must be signed. Peer evaluations shall be conducted by persons with appropriate credentials in the Member's discipline or a related discipline. In the event an outside evaluator is utilized, this person will be compensated by the College, and such person's selection must be approved by mutual consent of the Dean and the affected Membe and his/her expense must be authorized by the Dean.

(1) Peer evaluations may be initiated by the Personnel Committee, the Dean, or the Member concerned.

(2) Tabulation and recordation will be made by a person appointed by the Personnel Committee.

(3) Tabulated and recorded results will be placed in the Personnel Committee file. The original forms will be placed in the separate Personnel Committee file and discarded after four (4) years. Such forms are part of the Personnel Committee file.

(4) Tabulated and recorded results will be given to the Dean and the Member. The Member's Division Chairperson and the President will have access to the summarized results upon request.

3. Conferences for Members

a. The Personnel Committee will meet in conference with the Member if, and only if, a formal request to do so is made by one of the following: The Personnel Committee, the Dean, the Division Chairperson or the Member.

(1) At the conclusion of the conference between the Personnel Committee and the Member, the Committee will place a written summary of the conference in the Member's Personnel Committee file. This summary may contain suggestions for ways the Member might improve his/her performance.

(2) A copy of all recommendations by the Personnel Committee signed by assenting members will be submitted to the Dean, the Division Chairperson, and the Member.

4. Composition of the Committee

a. The Committee will be made up of five (5) Members elected by the Association at large.

b. Terms of office will be three (3) years and terms will be staggered.

c. If a vacancy occurs it will be filled by election, and the new Member will serve the remainder of the former Member's term.

12.000 PROBATIONARY AND TENURED APPOINTMENTS

12.100 RIGHTS OF PROBATIONARY APPOINTEES

A. For the purposes of this section, the term "probationary" shall mean non-tenured status. For the purposes of this section, the term "appointment" shall mean the execution by the College and the member of an individual employment contract as provided for in Section 20.200.

B. Rights to serve term: A probationary appointee has the right to serve the specified term of the appointment and may not be discharged without cause during that term.

C. Procedural protection: A probationary appointee discharged for cause prior to the end of the specified term of the appointment shall be entitled to the same procedural protections afforded all Members discharged for cause as provided in this Agreement.

D. Reappointment: Reappointment of probationary appointees shall be at the discretion of the college. A probationary appointee has no right to reappointment; however, probationary appointment shall automatically be renewed at the end of the specified term in the absence of a written notice of non-renewal signed by the President.

E. Notice of non-renewal: Written notice of non-renewal of a probationary appointment shall be mailed or given by the President or his/her designee at least three (3) months or by March 1 prior to the expiration of a first appointment, six (6) months or by December 15 prior to the expiration of a second appointment, and nine (9) months or by October 1 prior to the expiration of third or later appointment.

F. Credit for probationary service: Credit shall be given each probationary appointee for all full-time service, while a Member at the College, except time on summer session appointments or contracts other than the academic or fiscal year contracts under which regularly employed. A maximum of three (3) years credit for prior full-time service as a Member at other accredited two and four-year institutions of higher learning may be granted by the President in writing, which credit shall apply for purposes of tenure eligibility only. In the absence of a specific written agreement, no credit for prior service shall be given.

12.200 TENURE

A probationary appointee shall achieve tenure as follows: Upon issuance of the fourth (4th) contract, the individual will be either placed on tenure or notified of the intent of non-reappointment for the fifth (5th) year.

13.000 DISCIPLINE AND DISCONTINUANCE OF EMPLOYMENT

13.100 CAUSES FOR DISCHARGE AND DISCIPLINE

No Member shall be disciplined or discharged without just cause. Just cause for discipline or discharge shall include but not be limited to, the following:

A. Conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment.

B. Fraud or misrepresentation of professional preparation, accomplishments, or experience in connection with initial hiring or in the submission of materials for evaluation for tenure or salary adjustment purposes.

C. Failure to carry out the responsibilities of a Member as defined in Section 10.200.

D. Theft of or deliberate damage to campus property or the property of a member of the campus community or campus visitor.

E. Forgery or fraudulent alteration of college records or documents.

F. Violation of the conflict of interest provision of this Agreement (Section 14.100, 14.200, and 14.300).

G. Plagiarism or falsification of any citations of sources in any professional paper, writing, or report communicated to others who may rely thereon.

H. Exploitation of students for private advantage.

I. Abuse of sick leave or intentional violation of travel regulation.

13.200 DISCIPLINE

Both parties to this Agreement recognize and affirm the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action, administrators are encouraged to resolve matters of discipline informally; provided however, such informal action shall not be construed to be part of the disciplinary procedure contained in this section and shall not restrict the right of administrators to consult with or otherwise counsel Members regarding their conduct or to initiate disciplinary action.

13.300 SUSPENSION

The President may place any Member on suspension with pay, or reassign an instructor to other duties in the event it would be, in the judgment of the President, in the best interest of the College, the students served by the Member, or the Member himself or herself or the President may suspend the individual from performance of assigned duties pending the outcome of any criminal, disciplinary, or discharge proceedings, or resolution of a pertinent personnel or personal problem.

13.400 SANCTIONS

Any Member may be subject to disciplinary sanctions. The disciplinary sanction shall be appropriate to the infraction. Warning letters and formal reprimands shall become part of the Member's personnel file and may be used in conjunction with subsequent personnel considerations; however, such correspondence shall be purged from the personnel file after three (3) years if the problem has been corrected.

13.500 REPRESENTATION AND NOTICE

A Member shall be entitled to have present a representative of the Association during any appearance before the Board or its agents concerning any formal disciplinary action. A Member shall be given prior written notice of reason for such a meeting or interview and shall be advised of the right to representation under this provision.

14.000 PROHIBITED ACTIVITIES

14.100 CONFLICTS OF INTEREST

No Member may undertake consulting or professional practice assignments which would result in a conflict of interest with his/her assigned college duties.

A Member may not assist any person for a fee or other compensation in obtaining a contract, claim, license, or other economic benefit from Flathead Valley Community College.

A Member may not perform an official act for the College which directly and substantially benefits a business or the undertaking in which he/she either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director, or officer.

14.200 NON-COLLEGE SPONSORED PROFESSIONAL SERVICES

In all private consulting engagements, it is understood that the Member is acting as a private consultant; that the College is in no way a party to the contract or liable or responsible for the performance thereof; and that the College is not liable in any way for property of the client utilized for tests, observations, or otherwise in connection with the consulting engagement, nor for consequent damages. The name of the College shall not be used in advertising or in any other way without the written approval of the President.

No Member may use College supplies, facilities, personnel, or services to earn extra compensation from non-college sources without prior determination of appropriate reimbursement and written approval by the Preside:

No Member of the College may offer or provide services in competition with the College.

14.300 ACTIVITIES REQUIRING DISCLOSURE

Any Member who recommends or approves a purchase or service and who has any substantial financial interest in the firm involved in the purchase or service shall make this fact known at the time. Any Member who recommends or approves a personnel action and who has financial interest or business association with the person who is the subject of the action shall make this fact known at the time. This requirement does not include text book adoption where the Member is clearly identified as the author or editor of the book in question.

14.400 COPYRIGHT POLICY

A. Works which are produced by a Member in connection with an approved and sponsored research projects are treated in accordance with the agreement negotiated with the sponsor. In the absence of such agreement or to the extent such agreement does not fully address the ownership of works produced, such works shall be treated in accordance with sections B or C of this section.

B. When a Member is assigned work or responsibilities for the specific purpose of developing computer programs, visual aids, video tapes, manuals, public relations material, or other copyrightable works, the works produced pursuant thereto and all royalties therefrom shall be the property of Flathead Valley Community College. Such assignment shall be indicated either on the individual employment contract or in a separate document countersigned by the Member. Should the College and the Member agree to a division of royalties, such division must be included in the contract or in a separate document countersigned by the Member. If the College does not wish to copyright the work, the Member may obtain a written release from the President and may then copyright the work in his/her own name. Upon written request for release by the author, the College will respond within thirty (30) days.

C. When a Member develops copyrightable works other than those defined in paragraphs A or B above, he/she shall have sole right of ownership and disposition of such works. When such works are produced, developed or authored through the use or with the aid of College facilities, personnel, or other resources, the College must be reimbursed for the fair market value of the use of any such facilities, personnel, or resources, except those considered part of the normal academic environment including library facilities.

Manuscripts or works of art designed for publication in media where no remuneration is given the author(s) are exempt from this reimbursement requirement.

14.500 RESEARCH CONCLUSIONS

Research, if sponsored by agencies of federal, state, or local government, or if unsponsored but supported by College funds for released time, supplies, or service, is in fact supported by taxpayers. The researcher must ensure that the findings from the College or government-sponsored research are made public before utilizing such findings for personal gain on behalf of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks, or working papers of a researcher. However, the above statement is not to be interpreted as a waiver or denial of existing regulations on the use and distribution of data, the premature release of which would jeopardize the public interest.

15.000 TRAVEL POLICY

15.100 DEFINITIONS

Travel means "Travel Time" at least fifteen (15) miles from the principle place of employment. "Travel Time" means the amount of time spent, on College business, away from the principle place of employment but shall not include the amount of time out-of-state by private car exceeding the time required to travel by commercial airline to and from the town of destination.

"Out-of-state" travel means trips beyond the borders of the State of Montana.

15.200 APPLICATION OF REGULATION

To be eligible for reimbursement of travel expense, a Member must be on travel time on College business. If a person is to receive a consulting fee or honorarium from any source while on travel time, he/she must obtain a ruling from his/her Dean and the President as to the amount of travel expenses that he/she will be reimbursed.

All funds disbursed by the College, regardless of their source, are subject to this regulation.

15.300 PER DIEM RATES

Per diem reimbursement allowances, based upon actual travel time, will be computed in the following manner:

TRAVEL REIMBURSEMENT RATES

LENGTH OF TRAVEL TIME	COLUMN 1 IN-STATE	COLUMN 2 OUT-OF-STATE	COLUMN 3 SPECIAL AREAS OUT-OF-STATE*
Less than 6 hrs.	None	None	None
6 hrs. or more, but less than 12 hrs.	$11.50	$16.00	$ 8.00**

12 hrs. or more, but less than 18 hrs.	$23.00	$32.00	$16.00**
18 hrs. or more, but less than 24 hrs.	$34.50	$48.00	$24.00**
24 hrs. or more, but less than 30 hrs.	$46.00	$64.00	$32.00**
For each additional 6 hours	$11.50	$16.00	$ 8.00**

* Plus pre-authorized reasonable room rates.

**Pre-authorization required based upon individual situations.

Per diem may be reimbursed in accordance with Column 3 for travel time to high-cost, out-of-state, metropolitan areas.

In accordance with section 15.500, the above rates of per diem shall be reduced if food or lodging is part of a registration fee reimbursed to the traveler.

The above rates of per diem are not allowable if the traveler's food and lodging is provided by another source.

15.400 TRANSPORTATION

Actual costs of coach air fare, train fare, bus fare, or private vehicles may be claimed if one of these methods of travel is utilized and if this expense is not provided by another source. Commercial air transportation should be used for out-of-state travel whenever it is economically feasible.

If a vehicle or aircraft is rented or chartered, the transaction must be handled in accordance with specific instructions received from the Business Office.

If a privately-owned vehicle is used for travel, the current Internal Revenue Service (IRS) rate per mile for each mile traveled will be allowed. Out-of-state mileage may not exceed coach air fare for one, except that the IRS rate per mile will be allowed, even if it exceeds coach airfare, when more than one person travels in the vehicle or if the vehicle is needed to carry special equipment.

If several people travel together in a privately-owned vehicle, only the driver of the vehicle may claim transportation costs, and a list of the passengers must be included with the travel voucher.

15.500 MISCELLANEOUS-OTHER EXPENSES

Other expenses, at the place of the traveler's destination, that may be reimbursed when authorized in advance by the person having budget and administrative responsibility for the College or program are:

A. Registration fees for educational programs or conferences, provided that the reimbursement shall not include any meal charges unless the traveler is required to pay a fee which includes some meals.

B. Actual parking expenses, miscellaneous expenses, and taxi or other transportation fares to and from the hotel or other place of accommodation at the destination of the traveler provided:

(1) The expenses are itemized on the reimbursement travel voucher.

(2) The reimbursement requested is not more than the greater of Thirty Dollars ($30) per trip or Six Dollars ($6) per day. If more than the greater of Thirty Dollars ($30) per trip or Six Dollars ($6) per day is claimed for taxi or other transportation fares, parking, and other miscellaneous expenses at the destination, all claims for reimbursement must be accompanied by receipts.

15.600 SUMMARY OF TRAVEL POLICY

The provisions of this section shall be considered minimum for the life of this Agreement, and if any increase in the Board Policy Manual occurs for any benefit or amount, for other employees of the College, such increase shall immediately be applied to those persons covered by this Agreement.

16.000 RETRENCHMENT

Retrenchment is the termination of tenure Members for either financial or programmatic reasons.

The necessity for retrenchment shall be determined by the Board after considering the recommendations of (1) the College President and (2) the Association Retrenchment Committee in accordance with the following two situations:

1. When the Board declares a financial exigency in accordance with Board Policy and when the general fund deficit is of such magnitude that balancing the general fund requires the termination of a Member(s); or

2. When a division, program, or discipline is curtailed or discontinued because of inadequate enrollment. However, prior to initiating a retrenchment in a particular program or discipline due to inadequate enrollment, the administration shall reassign sufficient teaching load from part-time instructors teaching in that program or discipline to secure a full-time teaching load for a full-time faculty member.

In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, primary consideration will be given to the College's responsibility to offer an appropriate range of courses and programs; and to maintain a balanced institutional effort that is responsive to the needs of the students, college district, and the state.

If the Administration determines that the potential for retrenchment exists, the President will submit to the Association Retrenchment Committee a Statement of the College's situation supported with the facts and figures and with specific area(s) to analyze and review. Within fifteen (15) calendar days, the Association Retrenchment Committee shall submit its recommendation(s) with the supporting documents and rationale to the President. In the event the Association Retrenchment Committee does not report within the stipulated time, and/or within the specific areas, the President may proceed with his/her recommendation to the Board.

The President and the Association Retrenchment Committee will meet at the call of the President and discuss the report of the Association Retrenchment Committee and attempt to agree upon a single recommendation to the Board. If they cannot agree, the Association Retrenchment Committee shall submit its own plan to the Board separately.

The President shall prepare his/her recommendation for the Retrenchment Plan which (1) documents the need for retrenchment; (2) identifies the number of positions to be terminated by division, program, or discipline; and (3) any other relevant supporting information. He/she shall submit his/her plan to the Board.

The Board shall make the final decision on whether retrenchment is necessary and shall instruct the President to implement the plan it approved.

In all cases of retrenchment, Members will have the following rights:

A. Retrenchment shall be in the reverse order of seniority in the division, program, or discipline which has been identified for retrenchment. Seniority shall mean the number of days of continuous full-time service on hard-money contract at the College, including authorized leaves of absence. The academic year shall constitute a year of service and no additional seniority shall be accrued for any assignment beyond the academic year. When seniority is equal between or among Members, ranking shall be determined by advanced preparation.

B. No tenured Member shall be terminated if non-tenured Members are retained in a discipline to teach courses the tenured Member is qualified and capable of teaching.

C. A member shall be reassigned rather than be terminated if the Member satisfies the qualifications for a position in a division, program, or discipline in which there is a less senior Member, in accordance with the seniority list attached as Appendix C. The Member shall retain his or her former salary and tenure status.

D. Any Member selected for termination shall have the right to apply for any existing open non-academic position at the College, and in the absence of a candidate with clearly superior qualifications, the Member shall be given employment preference. In this situation, the Member shall receive the salary established for the new position and shall lose faculty status and tenure.

E. The President will notify in writing the persons affected by the retrenchment. If retrenchment is necessary, the affected Member(s) shall be notified by certified mail mailed by the first working day after January 1, with employment to conclude at the end of the fiscal year. The Board's decision on the necessity for retrenchment, the number of Members to be terminated, and the division, program, or discipline in which the terminations are to occur are not grievable. However, seniority and order of retrenchment are grievable.

F. Recall procedure—Whenever there is a vacancy or anticipated vacancy in a bargaining unit position, laid-off Members who are qualified to perform the work in question will be recalled in order of seniority. No new faculty shall be employed by the Board while there are Members on layoff, unless none of the Members on layoff are qualified to fill the position in question.

Notice of recall will be given by registered mail to the last address given to the College by a Member. A copy of the notice of recall will be given to the Association. If a Member fails to respond within ten (10) calendar days after receipt of the above notice of recall, the Member will be deemed to have refused the position offered. A Member who is laid off will remain on the recall list for three years after the effective date of layoff unless the Member:

1. Waives recall rights in writing,
2. Resigns,

3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position, or
4. Fails to report to work in a position that he or she has accepted unless such employee is sick or injured. If a Member has secured temporary employment elsewhere, he or she will be allowed up to one (1) academic quarter before being required to report for work.

17.000 GRIEVANCE AND ARBITRATION

17.100 RESORTING TO OTHER PROCEDURES

If a Member seeks formal resolution of a grievance matter in any forum or by any set of procedures other than those established in this Article, whether administrative or judicial, the College shall have no obligation to proceed further with the matter.

17.110 DEFINITIONS

"Grievance" means a complaint alleging a violation, misapplication, or misinterpretation of a term or provision of this Agreement.

"Grievant" means an identified Member or group of instructors, or the Association only in cases where Association rights conferred by this Agreement have allegedly been violated.

"Days" means in service, registration, and other days when classes are in session, excluding Saturdays and Sundays.

17.120 RIGHTS TO REPRESENTATION

The Association shall have the exclusive right to represent any Member who files a grievance.

At least one (1) Association representative may be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented.

Grievances involving more than one (1) administrator and grievances involving an administrator other than the Dean may be filed at Step II.

In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

17.130 INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any Member having a complaint to discuss the matter with the appropriate administrator and to have the problem adjusted without the intervention of the Association. An Association representative shall be entitled to be present at, and shall receive notice of, any conferences, meetings, or hearings held pursuant to this Article and shall be notified in writing as to the

disposition of the matter and such disposition shall not be inconsistent with the terms of this Agreement. Exhaustion of the informal complaint procedure is not a requisite to involving the formal grievance procedure.

17.140 INFORMAL PROCESS

A grievant should make a good faith effort to resolve a grievance prior to initiation of the formal process by presenting his or her grievance to the Administration. Any resolution or disposition of a grievance at this informal stage shall not constitute a binding precedent for future grievances.

17.150 FORMAL PROCESS

Filing. All grievances must be filed within thirty-five (35) working days after the grievant knew or reasonably should have known of the grievance. The grievance shall be filed upon a form as prescribed in Appendix A which is fully incorporated herein by this reference.

Step 1. The grievance shall first be presented to the Dean. The Dean shall conduct a closed conference with the grievant and his/her representative within six (6) working days following receipt by his/her office of the grievance. At the conference, the grievant shall present to the Dean all information which he/she deems pertinent to the grievance, as well as such other information within the grievant's knowledge and/or control that the Dean requests. The Dean shall issue a written decision within six (6) working days following the conclusion of the conference, which shall include findings and conclusions.

Step 2. If the grievance is not resolved or otherwise disposed of at Step 1, the grievant may file a written request for review with the President of the College on a form also prescribed as Appendix A. The request shall be filed with the Office of the President within five (5) working days of receipt of the Step 1 decision.

The President or his or her designee shall investigate the grievance in such a manner as the President deems appropriate, and shall hold a closed meeting with the grievant and his or her representative in order to discuss the merits of the grievance and/or proposals for settlement. If no settlement is reached, the President shall proceed to issue a decision which shall include findings and conclusions and which, unless otherwise agreed, shall be issued no later than ten (10) working days after the receipt of the request for review.

Step 3. If the grievance has not been resolved at Step 2, the grievant may seek a review of the President's decision by the Board. Such request shall be filed with the Office of the President for transmittal to the Chairperson of the Board on the form prescribed in Appendix A within five (5) working days following receipt of the Step 2 decision.

The Board shall review the President's decision at its next regularly scheduled meeting which commences at least three (3) working days after the request for review is received, or at its next special meeting which occurs at least three (3) working days after the request for review is received. At this meeting, the Board shall decide either to uphold the decision of the President or to make a final decision no later than twenty-eight (28) days following receipt of the request for review. If the Board decides to make a final decision within ten (10) days, it may request additional information from the grievant or the President.

17.200 ARBITRATION

A. If the grievance is not resolved or otherwise disposed of at Step 3, either party may request arbitration by giving notice to the other party within ten (10) working days of the date of the issuance of the Step 3 decision.

B. Within ten (10) days after such written notice of submission to arbitration, the President and/or the Association may request a list of five (5) arbitrators from the Board of Personnel Appeals and both parties will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a five (5) day period, or if either party rejects the list from the Board of Personnel Appeals, a request for a list of five (5) arbitrators may be made to the American Arbitration Association by either party. Within five (5) days of receipt of the list, each party shall strike two names from the list in alternate order and the name remaining shall be the arbitrator.

C. The arbitrator shall consider the grievance and render a decision which shall be final and binding upon the parties.

17.210 ARBITRATION COSTS

Each party shall bear its own cost of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants transcripts from the arbitration proceedings, the party requesting the transcript will pay all costs of the transcript. If both parties request transcripts, they shall share equally the costs.

17.220 JURISDICTION OF THE ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator.

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

17.300 EXCEPTIONS TO TIME LIMIT

A. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. When any action which is required to be taken within a specified time period is not taken in time, the following shall apply:

1. If the grievant fails to act within the time limits provided herein, the Administration shall have no obligation to process the grievance and it shall be deemed withdrawn.

2. If the Administration fails to act in time, the grievant may proceed to the next review level and any subsequently issued decision on the matter at the bypassed level shall be void.

B. When a grievance is submitted on or after May 15, time limits shall consist of all calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

C. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder during its term may be processed through this grievance procedure until resolution.

17.400 NO REPRISALS

No reprisals of any kind will be taken by the Board, the Association, individual Members, or the Administration against any person because of participation in this grievance procedure.

17.500 COOPERATION

The Board, the Association, individual Members, and the Administration will cooperate in the investigation of any grievance, and further will, upon request, furnish the other with such information as is relevant to the processing of any grievance. No Member involved in the investigation, processing, or hearing of any grievance shall suffer loss of salary or benefits.

17.600 NOTICE

Unless otherwise provided, where notice is required to be given it shall be sufficient:

1. in the case of a Member, if sent by certified mail to his or her last reported residential address;
2. in the case of the Association, if sent by certified mail to the home address of the current President of FVCCEA;
3. in the case of the Board, the College, or the Administration, if sent by certified mail to: Flathead Valley Community College, Office of the President, One First Street East, Kalispell, MT 59901; and
4. in all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.

Where notice is required to be given by a certain date, it shall be effective if postmarked by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if postmarked by midnight prior to the last day of such time period.

18.000 PROFESSIONAL COMPENSATION

18.100 SALARY SCHEDULE

The salaries of Members covered by this Agreement are set forth as Appendix B, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the designated periods. It is also understood between the parties to this Agreement that Members presently employed by Flathead Valley Community College in the academic or vocational/technical areas are placed correctly (see Appendix D). It is agreed their salaries will not be reduced for any reason whatsoever; however, the salaries of Members may be adjusted upward if their placement is found to be less than that to which they are entitled.

18.200 INITIAL PLACEMENT

The initial salary of a newly hired Member shall be determined by the Dean with consultation with the appropriate Division Chairperson within the following guidelines:

1. one (1) vertical step increment may be awarded for each year of full-time college teaching experience up to a maximum of five (5) years; or
2. one (1) vertical step increment may be awarded for each year of full-time, non-college teaching experience up to a maximum of five (5) years; or
3. one (1) vertical step increment may be awarded for each year of full-time work experience which directly relates to the incoming Member's teaching assignment up to a maximum of five (5) years;
4. any combination of the above shall not exceed an award of five (5) years; and

5. In order to be placed on the vocational/technical schedule, the Member must teach predominately in the vocational/technical area.

18.300 RECOGNITION OF TEACHING EXPERIENCE

A Member will advance one (1) vertical step increment on the salary schedule with each additional year of teaching experience to the maximum allowed on the schedule.

18.400 RECOGNITION FOR ADDITIONAL PREPARATION

Salary increments on the Flathead Valley Community College salary schedule will be granted for each fifteen (15) quarter hours of credit as indicated on the salary schedules contained in Appendix B. These credits may be in graduate courses or upper division courses related to the teaching area and/or approved upper/lower division courses which will contribute to the Member's academic flexibility and/or professional growth. The institution shall periodically provide on-campus opportunities to gain additional preparation credits for Members who wish to participate. All direct costs shall be paid in advance by participating Members. All credits must be substantiated by official notice from the granting institution in the form of gradeslip, letter of verification, or official transcript and submitted to the Dean's office in order to apply toward that academic year. Notification of this will not be done until the official transcript is received for the additional preparation. Pay will be retroactive to the date the granting institution officially grants the credit.

18.500 PAY PERIODS

The annual salary is paid in twenty (20) (ten months) or twenty-four (24) (twelve months) equal installments beginning in September. The Member with a twelve-month option will receive year-end installments in June. The second salary installment for the month of December will be paid with the first December installment. The number of payments is optional, at the Member's discretion.

Should the Member's contract be terminated during the school term, the Member shall receive a total salary which shall be in proportion to the number of days taught compared to the number of days of obligation as listed in the college calendar.

19.000 FRINGE BENEFITS

19.100 GROUP INSURANCE

The parties agree that group insurance benefits provided for as of the signing of this agreement by both parties will continue through December 31, 1989, and at that time the benefits will be adjusted to include a $500 deductible and a $500 stop loss coverage. All other group insurance benefits will be continued.

Dependent coverage is optional and no more than 35% of the premium will be paid by the Member through payroll deduction. It is further understood that all group insurance benefits will be uniformly applied, and Member contributions will be no greater than contributions paid by other employees of the institution.

As specified in 20-15-225(1) MCA, group insurance benefits shall be made available to Members in accordance with the mandatory provisions of 2-18-704 MCA.

19.200 UNEMPLOYMENT INSURANCE

The Administration agrees that all Members covered under this Agreement shall be covered by unemployment insurance as provided by the Employment Security Division of Montana. Section 39-51-101 through Section 39-51-106, MCA, 1978.

19.300 WORKERS' COMPENSATION

Workers' Compensation payments administered by the Division of Worker's Compensation of the Department of Labor and Industry are for the purpose of offsetting the loss of income suffered by a Member. A Member's pay continues while on sick leave, and he or she is not entitled to both paid sick leave and Workers' Compensation payments. A Member who is injured on the job has the option of taking either sick leave or Workers' Compensation payments, and if his or her sick leave runs out, may receive Workers' Compensation payments. Section 39-71-101, MCA 1978.

19.400 RETIREMENT SYSTEM

Members are required to participate in the Teachers Retirement System as outlined in Section 19-4-101, MCA, 1978.

Any changes in state statutes brought about by legislative action which increases these benefits will be applied forthwith by the Administration.

19.500 EARLY RETIREMENT

Any member who retires or resigns from the College may qualify for an early retirement bonus upon meeting the eligibility requirements of either Plan A or Plan B. Under this early retirement system, it is recognized that there may be two different times when the Member may be eligible to retire or resign early and receive the early retirement bonus—once under Plan A and once under Plan B. The maximum accumulative amount paid under these provisions during any one fiscal year shall not exceed $20,000. Payment of the early retirement bonus will be made in July on or about July 15th of the calendar year in which the retirement or resignation is effective. This amount may be exceeded with the approval of the Board of Trustees.

A. Plan A

Any Member who accumulates 75 points in a point system where one point is awarded for each year of age

as of June 15th of the current academic year, and one point for each complete year of teaching service at the College, including the contract year in progress, shall be eligible for an early retirement bonus as set forth in the schedule below:

Points	Bonus
75 - 76	$10,000
77 - 78	$ 7,500
79 - 80	$ 5,000
81 - or more	$ -0-

B. Plan B

In the year that a Member initially meets both minimum criteria listed below, that Member shall be eligible for an early retirement bonus upon retirement or resignation. The minimum criteria are:

1. The completion of ten (10) years full-time teaching service at Flathead Valley Community College.
2. Placement on the last step of the salary schedule in the appropriate column for that Member.

The bonus for retirement or resignation under this option will be paid in accordance with the following schedule:

First year after meeting eligibility	$10,000
Second year after meeting eligibility	$ 7,500
Third year after meeting eligibility	$ 5,000
Fourth year after meeting eligibility	$ -0-

C. Notification

A Member shall notify the President on or before April 15th of his/her intent to retire or resign at the conclusion of the academic year.

D. Maximum Contribution

The amounts of early retirement bonuses as stated above include any amounts required to be paid by the College to the Montana Teachers' Retirement System under the various available options of utilizing termination pay in computing earned compensation. (See Exhibit)

EXHIBIT-SAMPLE COMPUTATIONS FOR MTRS OPTIONS

Option I

Assume twenty (20) years of service and 75 points on the retirement scale.

Formula: Max. Pay = College Contribution to MTRS + Retirement Bonus

$10,000 = (Retirement Bonus x .0295 x 20 years) + Retirement Bonus

$10,000 = 1.59 Retirement Bonus

Bonus = $6,389

Option II

Assume twenty (20) years of service and 75 points on the retirement scale and assume an employer rate of 7.044% to the MTRS.

Formula: Max. Pay = College Contribution to MTRS + Retirement Bonus

$10,000 = (Retirement Bonus x .0732) + Retirement Bonus

$10,000 = 1.0732 Retirement Bonus

Bonus = $9,318

E. Early Retirement Bonus Seniority List

Due to the monetary restrictions placed on the early retirement bonus, it shall be necessary for a seniority list to be established for the purpose of early retirement. This list shall be based on the following:

1. First preference shall be given to those Members previously qualifying who applied for early retirement, but who could not take advantage of the early retirement bonus due to the $20,000 limitation.
2. Second preference shall be given to other Members who currently qualify for the early retirement bonus.

If two or more people (in the same category as outlined above) qualify for early retirement, but due to the $20,000 limit as outlined in this section, are not able to take advantage of early retirement, the seniority list included in this contract shall govern as to who has preference.

If a Member who applies for early retirement could not take advantage of early retirement because of the $20,000 limit, as outlined in this section, there shall not be a reduction of their bonus the following year unless the Member does not apply for early retirement the following year.

19.600 TUITION WAIVERS

A. Members may enroll in courses at Flathead Valley Community College tuition free, providing said courses do not conflict with academic responsibilities.

B. Tuition shall be waived for two (2) dependents (spouse and children) who enroll in Flathead Valley Community College courses.

C. Members and their dependents are also entitled to tuition waivers for enrollment in Community Education classes which already have sufficient enrollment to cover the course costs. (Lab fees will be paid by the employee.) Tuition waivers are for Community Education classes only and are not to be given for workshops or seminars offered through the Business and Professional Development Program.

19.700 LIFE INSURANCE

Dependent life insurance will be provided by the College in the amount of $5,000.00 for the death of a spouse and each dependent of the employee. The College will also provide life insurance for the employee that is equal to the annual salary of the employee. The College will continue to provide long-term disability insurance for Members at the current level of coverage. The cost associated with the above insurances will be paid by the College.

20.000 MISCELLANEOUS PROVISIONS

20.100 SEVERABILITY

It is understood and agreed by the parties to this Agreement that any provision inconsistent with or contrary to law shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any article or section of this Agreement or any addendum to it should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

20.200 INDIVIDUAL EMPLOYMENT CONTRACTS

Any individual employed in a position within the bargaining unit, or reappointed to a position within the bargaining unit, shall be given an individual contract. All reappointment contracts or letters of intent must be issued by April 15. The total employment agreement between the individual and the Board shall be comprised of the Collective Bargaining Agreement, the individual contract, and any matters incorporated into either document by specific reference. No other terms or oral or written representations by whomever made shall modify or amend the resulting total agreement. The individual contract shall be subject to the terms of the Collective Bargaining Agreement, and no Member shall, as a result of any individual contract, be denied the benefit of terms of this agreement to which the Member would otherwise be entitled.

20.300 RESIGNATIONS

A Member who wishes to resign from the College should give notice thirty (30) days after receiving a contract for the succeeding academic year. Resignations should be dated, signed, and the reasons stated for resigning, the date upon which the resignation is to be effective, and should be given to the Dean.

20.400 CHANGES IN AGREEMENT

During its term, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement, after completion o. appropriate ratification procedures by both parties.

20.500 WAIVERS

Failure of either party to require performance by the other party of any promise, condition, or covenant herein shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any promise, condition, or covenant hereof be taken or held to be a waiver of the promise, condition, or covenant.

20.600 DISTRIBUTION OF CONTRACT

Upon final ratification and approval of this Agreement, the College shall have the Agreement reproduced and shall distribute four (4) copies to the Association and one (1) copy to each Member within sixty (60) days.

20.700 TEMPORARY PERSONNEL

It is recognized that the Administration may have to hire Members on a temporary basis. When the need for full-time temporary personnel ceases, or when the Member returns in the case of leaves, such personnel may be terminated without resort to provisions of this Agreement dealing with dismissal, if employed one (1) quarter or less. Any such termination shall not be subject to the grievance procedure. During the period of temporary employment, other terms of this Agreement shall apply.

20.800 ENTIRE AGREEMENT

All matters on which the parties have reached agreement are set forth in this Agreement. All other understandings or representations are of no force and effect.

During the duration of this Agreement, the provisions hereof shall supersede any previous or future regulations, practices, rules, policies, Board minutes, or handbook provisions which may be in conflict with the express terms hereof.

21.00 WORK STOPPAGE

The Association and all Members of the bargaining unit agree that there shall be no strikes or other concerted activities that interfere with the normal operation of the College during the term of this Agreement.

22.000 DURATION - RETROACTIVITY

This Agreement shall be in full force and effect from the date of final ratification hereof by the respective parties, to and including June 30, 1991, and shall be considered to be renewed from year to year thereafter unless either party to the Agreement notifies the other in writing of its intent to modify or terminate this Agreement by March 1, 1991. The parties agree that the salary provided to Members covered by this Agreement shall be made retroactive to September 1, 1989.

THIS AGREEMENT IS SIGNED ON THIS 22nd DAY OF December, 1989
IN WITNESS WHEREOF:

For the Flathead Valley Community College Education Association	For the Board of Trustees of Flathead Valley Community College
President	Chairperson-Board of Trustees
Secretary	FVCC President

APPENDIX "A"

Grievance Report Form

Aggrieved Person_____ Date Filed_____

Flathead Valley Community College Subject Area_____

1. Date Grievance Occurred:

2. Statement of Grievance:

3. Contract Section Allegedly Violated, Misinterpreted, or Misapplied:

4. Action Requested or Relief Sought:

(Attach Additional Sheet If Needed)

_____ _____

Signature of Grievant Date

STEP 1

1. Decision of Dean:

_____ _____
Signature of Dean Date

2. Grievant's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to next step of grievance procedure

_____ _____
Signature of Grievant Date

STEP II

1. Date Received by President of Designee:

2. Decision of President or Designee:

_____ _____

Signature of President of Designee Date

3. Grievant's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to the next step of the grievance procedure

_____ _____

Signature of Grievant Date

STEP III

1. Date Received by Board:

2. Decision of Board:

_____ _____

Signature of Chairman Date

3. Grievant's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to next step of grievance procedure

_____ _____

Signature of Grievant Date

STEP IV

1. Date Submitted to Arbitration: _____

   Arbitrator: _____

2. Disposition and Award of the Arbitrator:

_____ _____

Signature of Arbitrator Date

ACADEMIC	LESS THAN MASTERS	MASTERS	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75	MA + 90	DOCTORATE
VOCATION	LESS THAN BACHELORS	BACHELORS	BA + 15	BA + 30	MASTERS BA + 45	MA + 15 BA + 60	MA + 30 BA + 75	MA + 45 BA + 90	
EXP.STEP	0	I	II	III	IV	V	VI	VII	VIII
0	16,080	17,867	18,761	19,654	20,547	21,441	22,334	23,227	24,121
1	16,795	18,582	19,475	20,368	21,262	22,155	23,048	23,942	24,835
2	17,509	19,297	20,191	21,084	21,977	22,871	23,764	24,657	25,551
3	18,225	20,012	20,905	21,798	22,692	23,585	24,478	25,372	26,265
4	18,939	20,726	21,620	22,513	23,406	24,300	25,193	26,086	26,980
5	19,654	21,441	22,334	23,227	24,121	25,014	25,907	26,801	27,694
6	20,368	22,155	23,048	23,942	24,835	25,729	26,622	27,515	28,409
7	21,084	22,871	23,764	24,657	25,551	26,444	27,337	28,231	29,124
8	21,798	23,585	24,478	25,372	26,265	27,159	28,052	28,945	29,839
9	22,513	24,300	25,193	26,086	26,980	27,873	28,766	29,660	30,553
10	23,227	25,014	25,907	26,801	27,694	28,588	29,481	30,374	31,268
11		25,729	26,622	27,515	28,409	29,302	30,195	31,089	31,982
12		26,444	27,337	28,231	29,124	30,018	30,911	31,804	32,698
13				28,945	29,839	30,732	31,625	32,519	33,412
14						31,446	32,340	33,233	34,127
15								33,948	34,841

1. FOR MEMBERS SERVING AS DIVISION CHAIRPERSON WITH 4/5 TEACHING LOAD ADD (1/0).

2. FOR MEMBERS EMPLOYED IN ADDITION TO THE NORMAL NINE MONTH FACULTY CONTRACT PERIOD, ADD 2% OF THAT INDIVIDUAL"S SCHEDULED SALARY FOR EACH ADDITIONAL WEEK WORKED. FOR THE PURPOSE OF THIS AGREEMENT, A WEEK IS DEFINED AS FIVE WORKING DAYS. FRACTIONAL WEEKS SHALL BE COMPENSATED ON A PRO RATA BASIS

ACADEMIC / VOCATION	LESS THAN MASTERS / LESS THAN BACHELORS	MASTERS / BACHELORS	MA + 15 / BA +	MA + 30 / BA + 30	MA + 45 / MASTERS BA + 45	MA + 60 / MA + 15 BA + 60	MA + 75 / MA + 30 BA + 75	MA + 90 / MA + 45 BA + 90	DOCTORATE
EXP.STEP	0	I	II	III	IV	V	VI	VII	VIII
0	16,724	18,582	19,511	20,440	21,369	22,298	23,227	24,156	25,086
1	17,467	19,325	20,254	21,183	22,112	23,041	23,970	24,900	25,829
2	18,210	20,069	20,998	21,927	22,856	23,785	24,715	25,644	26,573
3	18,954	20,812	21,741	22,670	23,599	24,529	25,458	26,387	27,316
4	19,697	21,555	22,484	23,413	24,342	25,272	26,201	27,130	28,059
5	20,440	22,298	23,227	24,156	25,086	26,015	26,944	27,873	28,802
6	21,183	23,041	23,970	24,900	25,829	26,758	27,687	28,616	29,545
7	21,927	23,785	24,715	25,644	26,573	27,502	28,431	29,360	30,289
8	22,670	24,529	25,458	26,387	27,316	28,245	29,174	30,103	31,032
9	23,413	25,272	26,201	27,130	28,059	28,988	29,917	30,846	31,775
10	24,156	26,015	26,944	27,873	28,802	29,731	30,660	31,589	32,518
11		26,758	27,687	28,616	29,545	30,474	31,403	32,332	33,261
12		27,502	28,431	29,360	30,289	31,218	32,147	33,076	34,006
13				30,103	31,032	31,961	32,890	33,819	34,749
14						32,704	33,633	34,563	35,492
15								35,306	36,235

1. FOR MEMBERS SERVING AS DIVISION CHAIRPERSON WITH 4/5 TEACHING LOAD ADD (1/0).

2. FOR MEMBERS EMPLOYED IN ADDITION TO THE NORMAL NINE MONTH FACULTY CONTRACT PERIOD, ADD 2% OF THAT INDIVIDUAL"S SCHEDULED SALARY FOR EACH ADDITIONAL WEEK WORKED. FOR THE PURPOSE OF THIS AGREEMENT, A WEEK IS DEFINED AS FIVE WORKING DAYS. FRACTIONAL WEEKS SHALL BE COMPENSATED ON A PRO RATA BASIS

APPENDIX "C"

Seniority List

	Name	Yr.Hired	Primary Area	Secondary Area
1.	Garner, Don	1967	Sociology	Psych/Anth Human Services
2.	Uhde, Dick	1967	Bus. Admin/Econ	BED/Bus. Mgmt.
3.	Flaherty, Jim	1968	Art Design	Metalsmithing
4.	DuMontier, Reg	1969	Psychology	Counseling/Educ.
5.	Harvey, Dale	1969	English	Speech
6.	Parker, Garry	1970	Anat/Physiol/PE	Psychology
7.	Lorentzen, Ivan	1971	Psychology	Holistic Health
8.	Zahrobsky, Bob	1974	Chemistry	———
9.	Rossiter, Bill	1974	English	Journalism
10.	Blood, Lex	1975	Geology/Astronomy Earth Science	Geo-Technology
11.	Davis, Dave	1975	Surveying	Forestry
12.	Ober, Michael	1975	Library Science	History
13.	Knutson, Marilyn	1979	BED	Bus. Admin.
14.	Goplen, Arman	1980	Mathematics	———
15.	Oliver, Jeanette	1980	Botany/Biology	———
16.	Pace, Frank	1980	Mathematics	Engineering/Physics
17.	Jensen, Bill	1981	Bus. Admin.	Bus. Mgmt.
18.	Shryock, George	1981	Counseling	Special Services
19.	Quinn, Rollin	1982	Mathematics	Economics
20.	Beall, Robert	1982	Forestry	Wildlife
21.	Skarstedt, Pete	1983	Data Processing	———
22.	Jaeger, Lowell	1984	English	———
23.	Lehinger, Susan	1984	Human Services	Psychology/ Anthropology Sociology/Education
24.	Kabler, Christie	1984	English	———
25.	Snoderly, Marvin	1985	BED	Bus. Mgmt.
26.	Torgerson, Sharon	1987	BED	———
27.	Taylor, Gwen	1987	Speech/Education	———
28.	Moses, C.Jonathan	1987	History/Pol. Sci.	———
29.	Schatte, Karla	1987	BED/Business	———
30.	Bortz, Joe	1987	Forestry	Earth Science/Music
31.	Wade, Pete	1988	Mathematics/ Biology	———
32.	Jay, Tom	1988	Bus. Ad. Bus. Management	———

APPENDIX "D"

1989-90 PLACEMENT OF MEMBERS

1.	Beall, Bob	VIII	12
2.	Blood, Lex	VIII	14
3.	Bortz, Joe	IV	8
4.	Davis, Dave	III	13
5.	DuMontier, Reg	VI	14
6.	Flaherty, Jim	IV	13
7.	Garner, Don	VII	15
8.	Goplen, Arman	I	12
9.	Harvey, Dale	VI	14
10.	Jaeger, Lowell	VII	10
11.	Jay, Tom	IV	6
12.	Jensen, Bill	V	13
13.	Kabler, Christie	I	9
14.	Knutson, Marilyn	II	12
15.	Lehinger, Susan	VIII	10
16.	Lorentzen, Ivan	II	12
17.	Moses, C. Jonathan	VIII	7
18.	Ober, Michael	VI	14
19.	Oliver, Jeanette	VIII	14
20.	Pace, Frank	VI	10

21.	Parker, Garry	VIII	15
22.	Quinn, Rollin	V	13
23.	Rossiter, Bill	VI	14
24.	Schatte, Karla	III	7
25.	Shryock, George.	II	12
26.	Skarstedt, Peter	III	11
27.	Snoderly, Marvin	V	9
28.	Taylor, Gwen	VIII	7
29.	Torgerson, Sharon	II	7
30.	Uhde, Dick	VII	15
31.	Wade, Pete	IV	3
32.	Zahrobsky, Bob	VIII	15

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